SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

Section F of the ID/IQ Basic Contract is applicable in its entirety. The Section F clauses of the ID/IQ Basic Contract are restated (and revised as necessary) below.

F.1 DOE-F-1002 PLACE OF PERFORMANCE - SERVICES

The place of performance is:

U.S. Department of Energy Portsmouth/Paducah Project Office Paducah Gaseous Diffusion Plant 5600 Hobbs Road Kevil, KY 42053

F.2 EMCBC-F-1001 DELIVERY SCHEDULE

Section J, Attachment J-2, Task Orders Deliverables/Submittals summarizes the specific products the contractor shall submit to DOE, the type of action DOE will perform, and the date/timeframe that the contractor is requested to deliver product. Section J, Attachment J-2, does not include all deliverables identified in the contract, DOE directives, federal regulations, or regulatory documents.

NOTE: Section J, Attachment J-2 is a listing of deliverables. Any deliverables required by any provision/clause/directive of the contract not listed in Section J, Attachment J-2 does not relieve the Contractor of the requirement to provide that deliverable. The contractor shall be responsible for the compliance with all applicable standards, orders, and regulations under the contract.

Fixed Price Clauses (applies to Fixed Price CLINs)

F.4 FAR 52.242-15 Stop-Work Order. (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
 - (1) Cancel the stop-work order; or

- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.5 FAR 52.242-17 Government Delay of Work. (APR 1984)

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted
 - (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or
 - (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly.

Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

- (b) A claim under this clause shall not be allowed --
 - (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

F.6 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimate cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if --
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

In addition, the following clause will apply to this Task Order:

F.101 PERIOD OF PERFORMANCE

The period of performance of this Task Order shall be from the effective date stated on the Task Order signature page through three years from date of award.

